| STATE OF INDIANA    | )<br>) SS: | IN THE MARION SUPERIOR COURT |
|---------------------|------------|------------------------------|
| COUNTY OF MARION    | ) 55:      | CAUSE NO                     |
|                     |            |                              |
| STATE OF INDIANA,   |            | 498070408PL001624            |
| Plaintiff,          |            | ) 490070440.200              |
| v.                  |            |                              |
| INDY FITNESS, INC., |            | ) AUG 30 2004                |
| and BRIAN LINDO     |            | (115) AUG 30                 |
|                     |            | MARION DIRECTION COURT       |
| Defendants.         |            | )                            |

# COMPLAINT FOR INJUNCTION, RESTITUTION, COSTS, AND CIVIL PENALTIES

The State of Indiana, by Attorney General Steve Carter and Deputy Attorney General Eric Jackson, petitions the court pursuant to the Indiana Deceptive Consumer Sales Act, Indiana Code §24-5-0.5-1 et seq., the Health Spa Services Act, Indiana Code §24-5-7-1 et seq. for injunctive relief, consumer restitution, civil penalties, investigative costs and other relief.

### **PARTIES**

- 1. The Plaintiff, State of Indiana is authorized to bring this action and to seek injunctive and other statutory relief pursuant to Ind. Code § 24-5-0.5-4(c) and Ind. Code § 24-5-7-17.
- 2. The Defendant, Indy Fitness, Inc. (Indy Fitness), was an Indiana corporation that operated a health spa facility located at 6355 W. Haven Drive, Indianapolis, Indiana.

- 3. Since at least May 2002 Defendant, Brian Lindo was the sole officer, shareholder and agent of Indy Fitness Inc.
- 4. On April 24, 2004, Indy Fitness was administratively dissolved by the Indiana Secretary of State's Office.

## **FACTS**

- 5. As alter ego of Indy Fitness, Brian Lindo has been conducting, managing and controlling the affairs of the corporation as if it were his own business, and he has used Defendant corporation for the purpose of deceiving consumers as hereinafter set forth.
- 6. The Defendants entered into or renewed health spa contracts with the following consumers on the following dates, and for the following terms:

| CONSUMER           | DATE         | PRICE    | Length    |
|--------------------|--------------|----------|-----------|
| Tim Starkey        | 11/26/01     | \$576.00 | 24 months |
| Ron Elkins         | 7/9/02       | \$223.00 | 24 months |
| Gabrielle Bovenzi  | 7/13/02      | \$223.00 | 24 months |
| Michael Schmidt    | 7/16/02      | \$223.00 | 24 months |
| Glenda Plummer     | 1/03/02      | \$ 99.00 | 12 months |
| Diana Jones        | 9/01/02      | \$ 99.00 | 12 months |
| Sandra Nichols     | 9/30/02      | \$234.00 | 24 months |
| Adam Jones         | 10/03/02     | \$180.00 | 12 months |
| Keith & Angela Han | son 10/17/02 | \$470.00 | 12 months |
| Jim Louck          | 10/28/02     | \$180.00 | 12 months |
| Cindy Anderson     | 11/05/02     | \$ 99.00 | 12 months |

| Janet Fullen | 11/15/02 | \$350.00 | 12 months |
|--------------|----------|----------|-----------|
| Gene Reed    | 12/09/02 | \$ 99.00 | 12 months |
| David Boyles | 12/11/02 | \$406.00 | 12 months |

Contracts are attached and incorporated as exhibits "A - K".

- 7. On or about November 30, 2002 the Defendants ceased operating the health spa facility at 6355 W. Haven Drive, Indianapolis, Indiana.
- 8. On or about December 16, 2002 Motivation Fitness Inc. began to operate the health spa facility located at 6355 W. Haven Drive, Indianapolis, Indiana.
- 9. Motivation Fitness Inc did not honor the Indy Fitness contracts and would not allow the consumers identified in paragraph 6 to use the health spa facility located at 6355 W. Haven Drive, Indianapolis, Indiana, unless they signed a new contract with Motivation Fitness Inc.
- 10. As a result, the services and use of the facility for which the consumers contracted with the Defendants for were no longer available.
- 11. The Defendants have not refunded the consumers any money for the unused portions of the contracts.
- 12. The Defendants did not offer the consumers the opportunity to complete the remaining months of their contracts at another health spa facility owned, controlled, affiliated with, or operated by the Defendants.

# COUNT I - VIOLATIONS OF THE HEALTH SPA SERVICES ACT

- 13. The Plaintiff realleges and incorporates by reference the allegations contained in paragraphs 1 through 12 above.
  - 14. Defendants are "sellers" as defined by Ind. Code § 24-5-7-1.

- 15. The contracts referred to in paragraph 6 above are for "health spa services" as defined by Ind. Code § 24-5-7-1.
- 16. The consumers identified in paragraph 6 above are "buyers" as defined by Ind. Code § 24-5-7-1.
- 17. The Defendants' failure to give a proportional refund or offer the buyers the opportunity to complete the remaining months of their contracts at another health spa facility, as set forth in paragraph 6, 11 & 12 above, violates Ind. Code §24-5-7-16.5.
- 18. In accordance with Ind. Code § 24-5-7-17 the Defendants' violations of Indiana's Health Spa Services Act, Ind. Code 24-5-7-1 et seq. are violations of Indiana's Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-1 et seq.

# COUNT II - KNOWING AND INTENTIONAL VIOLATIONS OF THE HEALTH SPA SERVICES ACT

- 19. The Plaintiff realleges and incorporates by reference the allegations contained in paragraphs 1 through 18 above.
- 20. The Defendants' violations of Indiana's Health Spa Services Act, referred to in paragraphs 5-12 above, were done with knowledge and intent to deceive.

# IRREPARABLE HARM

The deceptive acts set forth above will continue and will cause irreparable injury unless the Defendants are enjoined from engaging in further conduct which violates Ind.

Code § 24-5-7-1 et seq., and § 24-5-0.5-1 et seq.

### RELIEF

WHEREFORE, the Plaintiff, State of Indiana, requests the Court enter judgment against the Defendants for a permanent injunction enjoining the Defendants from closing a health spa facility if they:

A. fail to provide the purchaser a refund based upon the total consideration proportional to the elapsed time portion of the contract at the time of unavailability, when the health spa's facilities or service described in the contract are no longer provided before full receipt of the services or use of the facilities for which the buyer contract, unless the Defendants:

1) offer the buyer the option of a proportional refund or to choose to complete the unused portion of the contract, including renewal periods, at another location that is owned, controlled, affiliated with, or operated by the Defendants. Any such modification of the contract must be in writing.

AND WHEREFORE, the Plaintiff, State of Indiana, further requests the Court to enter judgment against the Defendants for the following relief:

- a. cancellation of the health spa contracts, including but not limited to those identified in paragraph 6 above, pursuant to Ind. Code §24-5-0.5-4(d);
- b. consumer restitution pursuant to Ind. Code §24-5-0.5-4(c)(2), including but not limited to those consumers identified in paragraph 6, for the pro-rated amount of the unused portions of their contracts;
- c. costs pursuant to Ind. Code §24-5-0.5-4(c)(3), awarding the Office of the Attorney General its reasonable expenses incurred in the investigation and prosecution of this action;
  - d. civil penalties pursuant to Ind. Code § 24-5-0.5-4(g), for the

Defendants' knowing violations of the Health Spa Services Act, in the amount of five hundred dollars (\$500.00) per violation, payable to the State of Indiana;

- e. civil penalties pursuant to Ind. Code § 24-5-0.5-8, for the Defendants' intentional violations of the Health Spa Services Act, in the amount of five hundred dollars (\$500.00) per violation, payable to the State of Indiana; and
  - f. all other just and proper relief.

Respectfully submitted,

STEVE CARTER Attorney General of Indiana Atty. No. 4150-64

By:

Erc L. Jackson

Deputy Attorney General Atty. No. 19415-49

Office of Attorney General Indiana Government Center South 302 W. Washington, 5th Floor Indianapolis, IN 46204 Telephone: (317) 233-3987

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INDIAN. RETAIL INSTALLMENT CONTRACT NDY .02 21811 Pièness Center BUYER refers to all persons signing this Contract as Buyer ed Seller or We, Us and Our) CREDITOR (call d You, Your and Yours): NAME AND ADDRESS: NAME AND ADDRESS: INDY FITNESS CENTER Buyer's Name . . 6355 WEST HAVEN DR. Buyer's Address City State and Zip Address Co-Buyer's Name INDIANAPOLIS, IN 46254 Zip Code Co-Buyer's Address City State City State and Zip Date of Birth Buyer's Last Name First Social Security No. "7 # Dependents Besides Self Home Phone No. Ron lkins Zlp Code D Buying D Boarding Pmt. \$ City Paid To: Previous Address Totaling at Least 3 How Long Net Monthly Salary Employer & Address Occupation Mch Mist to Ha Pravious Employer if less than B years Espicetor 1 How Long IMPORTANT - You need not disclose alimony, child support or separate maintenance income it you do not wish to have it considered as basis for repayment. 2 Credit References (Location and Acct. No. Required) Date of Birth Co-Buyer's Last Name Social Security No. # Dependents Resides Self Home Phone No. How Long Street Address City State Zip Code ☐ Renting ☐ Buying D Boarding Pmt. \$ Previous Address Totaling at Least 3 Years How Long Net Monthly Salary Telephone Employer & Address Occupation IMPORTANT - You need not disclose alimony, child support or separate main-tenance income if you do not wish to have it considered as basis for repayment. Previous Employer if less than 3 years How Long 2 Credit References (Location and Acct. No. Required) Bank or Credit Union Account

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PROMISE TO PAY: YOU PROMISE TO PAY THE TOTAL OF PAYMENTS ACCORDING TO YOUR PAYMENT SCHEDULE SHOWN ABOVE.

ADDITIONAL TERMS AND CONDITIONS OF THIS RETAIL INSTALLMENT CONTRACT ARE ON THE BACK.

YOU CONFIRM RECEIVING A COMPLETED COPY OF THIS CONTRACT WITH DISCLOSURES OF YOUR CREDIT COSTS.

BUYER'S RIGHT TO CANCEL: IF YOU WISH TO CANCEL THIS CONTRACT, YOU MUST DO SO IN WRITING. THE NOTICE MUST SAY THAT YOU DO NOT WISH TO BE BOUND BY THE CONTRACT AND MUST BE SENT CERTIFIED OR REGISTERED MAIL OR DELIVERED TO THE SELLER BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER YOU SIGN THIS CONTRACT (THE SPA LAW CONSIDERS SATURDAY A BUSINESS DAY). YOU MUST RETURN WITH THE NOTICE ALL CONTRACTS, MEMBERSHIP CARDS AND OTHER DOCUMENTS OR EVIDENCE OF MEMBERSHIP.

SHOULD THE BUYER CANCEL THIS CONTRACT: ALL MONEY PAID PURSUANT TO SAME SHALL BE REFUNDED WITHIN THIRTY (30) DAYS OF THE RECEIPT OF THE NOTICE OF CANCELLATION, AND IN ADDITION IF THE BUYER HAS EXECUTED ANY CREDIT OR LOAN AGREEMENT TO PAY FOR ALL OR PART OF THE CANCELLED HEALTH SPA SERVICES THAT AGREEMENT SHALL BE CANCELLED AND THE ORIGINAL RETURNED TO THE BUYER WITHIN THIRTY (30) DAYS OF RECEIPT OF THE NOTICE OF CANCELLATION.

YOU OR YOUR ESTATE MAY ALSO CANCEL THIS CONTRACT IF: (A) YOU DIE; (B) YOU BECOME TOTALLY PHYSICALLY DISABLED FOR THE REST OF THE CONTRACT; (C) THE HEALTH SPA FACILITY IS MOVED TO A LOCATION MORE THAN 5 MILES FROM ITS ORIGINAL LOCATION; (D) THE SERVICES YOU BOUGHT ARE NO LONGER AVAILABLE BECAUSE WE PERMANENTLY DISCONTINUED OUR OPERATIONS. WE MAY REQUIRE AND VERIFY REASONABLE PROOF OF YOUR TOTAL PHYSICAL DISABILITY OR DEATH. IF YOU CLAIM YOU ARE TOTALLY DISABLED, WE MAY REQUIRE A PHYSICAL EXAMINATION AT OUR EXPENSE BY A DOCTOR AGREEABLE TO BOTH YOU AND US, IF YOU CANCEL FOR ANY OF THESE REASONS, WE MAY KEEP THE PART OF THE TOTAL PRICE REPRESENTING SERVICES YOU HAVE RECEIVED PLUS ANY EXPENSES WE INCURRED UP TO 25% OF THE TOTAL CONTRACT PRICE.

's Signature

Co-Buyer's Signature

STATE'S EXHIBIT (1642)

# SPA RULES AND REGULAT NS

SERVICES: The Buyer(s), agrees to purchase the following described services including but not limited to the following: Use of exercise equipment, wet room facilities, dressing facilities and logging facilities. Seller agrees to provide the foregoing, however, reserves the right to add to, delete from, or change services and/or facilities at the

TRANSFER OF MEMBERSHIP: This membership may not be sold or transferred to another person or party.

SIGNING IN: All members upon entering the Spa are required to sign in. Members must present membership card and other suitable identification as requested by Spa personnel in order to gain entrance.

GUEST PRIVILEGES: Members are invited to bring or send their friends to the Spa for a complimentary trial and figure/litness analysis as the member's guest without cost or obligation. Member can bring or send in as many guests as they like. However, the same triend may not come in as a guest more than one time. All guests must register at the desk and be under the complete supervision and guidance of an instructor. Absolutely no one under 18 years of age is allowed guest privileges unless accompanied by parent or guardian.

EXERCISE CLOTHING: Women: Leotards, slacks, tights or any other suitable apparel that will not restrict freedom of movement. Men; Gym trunks and T-shirt or sweat suit. White sweat rocks or soft soled gym shoes must be worn at all times in exercise area. No other type of clothing will be permitted without specific approval of the Spa manager. Swim suits and loose fitting shorts are not allowed in the exercise area. Swim trunks and swim suits must be worn in Spa area. Member must shower before entering Spa area. Member must dry thoroughly before leaving Spa area prior to entering locker room.

COURSE INSTRUCTION: All programs are outlined during the member's first 3 visits. Member understands and agrees to follow programs without constant supervision.

SAFETY FIRST REGULATIONS: Do not start a machine until-in position and then follow treatment exactly as prescribed by the instructor. Absolutely no smoking in the exercise, or locker, or pool area. Smoking permitted only in the lobby. No drinks or loods of any sort will be taken past the lobby.

TIME USE OF EQUIPMENT: Member agrees to follow the designated time use of all machines exactly as they are instructed. This rule will be strictly enforced. Members should limit time in sauna and whirlpool to maximum of 3 minutes or as per instructed. This is for your protection. The Spa will not be liable for anyone

EQUIPMENT MALFUNCTIONS: Member understands that equipment may from time to time be out of order. When special factory parts must be ordered, some units may be out of order for a few days. When this occurs member agrees to follow a regulated substitute program.

USE OF FACILITIES BY MEMBERS: Facilities, equipment. Spa locations, hours, service, rules, regulations, and policies are subject to change without notice at the sole descretion of the Spa and member agrees to accept such change as condition for receiving this membership. All Spas will be closed Sundays, Holidays, and may be for

LOST MEMBERSHIP CARD: There is a five dollar (\$5.00) charge to cover cost of replacing a membership card.

LOST OR STOLEN ARTICLES: It is hereby understood and agreed that it is the member's sole responsibility to provide a padiock and to lock all personal property. All locks must be removed from the lockers daily. All locks not removed will be cut off. It is further understood and agreed that the Spa, its Directors, Officers, Agents, and Employees are not responsible for lost or stolen articles, clothing or any other personal property.

CONDUCT OF MEMBER: A member who loans a membership card to a non-member is subject to suspension from the Spa. Member understands and agrees that member is subject to the control and guidance of the Spa Staff while in the Spa and will follow instructions of the Spa personnel. Member agrees to behave in quiet, well-mannered fashlon while in the Spa and reserve all criticism of any kind about members, guest or Spa personnel until in private office with Spa manager. Member agrees not to abuse or mis-use Spa equipment. Membership may be revoked for reasons of intentionally breaking membership and regulations or general undesirable behavior. Judgment of such unusual circumstances shall be solely at the discretion of the Spa management. If membership is revoked for any of the above reasons here will be no refund of amounts paid or waiver of amounts owing. No personal phone calls are allowed on the office phone. Members must use pay phone for personal calls.

UNAVAILABILITY: Seller reserves the right to close or move any facility and transfer memberships to any Spa within five (5) miles from its original location. Should the designated Spa where member enrolled be unavailable for member's use due to damage by fire, act of God, catastrophe or accident, or any other reason beyond the control of the Spa, term and basic membership periods specified will be extended to period equal to the time of such unavailability.

ACCIDENTS: Member acknowledges that the Spa has neither made claims as to medical results nor suggested medical treatment to member. It is expressly agreed that all exercise and treatments and use of all facilities shall be undertaken at the member's own risk, and the member represents that he is physically able to undertake any and all physical exercise and treatments provided. The Spa Shall not be liable for any claims or demands, injuries, damages, actions, or causes of action whatsoever to member or property arising out of or connected with the use of any of the services and/or facilities. Member does hereby expressly forever release and discharge the Spa attended and/or any of their affiliated companies of any accident and from all acts of active or passive negligence on the part of such company, corporation or employees. In the case of any accident, member hereby consents to be examined at his expense by a licensed physician who shall report in writing to both parties and member expressly waives any medical privilege.

DEATH: In the event of a member's death, one member of the immediate family may assume the remainder of the original membership term and also any payment of any unpaid monies owed.

MEMBERSHIP TIME EXTENSION: A member may be granted an extension of a non-renewable membership for that period of time (minimum 30 day absence) when they were unable to use the Spa due to illness, etc. The member must send a letter and the membership card along with a \$5.00 handling fee to the seller at the address on their contract copy. When the member is again able to make use of the facilities notify the seller and a new membership card will be sent with an expiration date reflecting the added time. If not reactivated sooner, all membership time extentions will expire in 90 days, which will be the maximum time allowed per year.

AFFILIATES: The Spa is a member of both Allied Health Association and International Physical Fitness Association both of which have fitness centers world wide that will nemberships. Both AHA and IPFA will honor the original membership time (Maximum of two (2) years).

MEMBERSHIP RELOCATION: To qualify for relocation, the member must move fifty (50) or more miles radius from the original Spa and should a member permanently relocate to an area more than a fifty (50) mile radius from an affiliated Spa the seller will consider a cancellation of membership. The following are required: A) Verifiable documentation of members new residence. B) Members membership card. C) A \$75.00 cancellation fee. D) All financed accounts for memberships must be current on payments. When the four (4) conditions are med the seller will cause to be cancelled both the membership and any monies due the financing source on the original membership.

### ADDITIONAL TERMS AND CONDITIONS

PAYMENT IN ADVANCE: You may prepay all of the amount you still owe at any time. It you do, we will refund any unearned finance charge using the Rule of 78ths, subject to a minimum refention of \$5.00 if the Armount Financed is \$75.00 or less, and \$7.50 if the Armount Financed is 1575.00, and we do not earn these respective amounts at the time your prepay. We need not make any license whend if less than \$7.00. finance charge retund of less than \$1.00.

DEFAULT: You are in default if:

- (a) You fail to make any payment when it comes due;(b) You make a false statement on your credit application.

LIMITATIONS ON WARRANTIES: There are no warranties or representations,

- We give you a written warranty in connection with this Contract (b) We give you a service contract within 90 days from the date of this Contract.
- LATE CHARGE: If we do not receive your payment within 10 days after the date it is due, we may charge you the lesser of 5% of the unpaid amount of your Payment or \$13.00.

ACCELERATION: If you default, we can demand immediate payment of the entire amount you owe minus the part of the finance charge we have not earned figured by the Rule of 78ths Rotund Method. We shall also have the right to keep a minimum Finance Charge of \$5.00 if the Amount Finance dis \$75.00 or less, and \$7.50 if the Amount Financed is more than \$75.00, and we do not earn these respective amounts at the time of acceleration. We need not make an charge refund of less than \$1.00,

LAW APPLICABLE; Indiana State law governs this Contract.

ATTORNEY'S FEES: It we give this Contract to an attorney for collection, you shall pay reasonable attorney's fees.

INTEREST AFTER MATURITY: After maturity of this Contract, you shall pay interest on any unpaid balance of the Total of payments remaining, at the maximum annual percentage rate allowed by the Uniforn Commercial Code enacted by the slate of Indiana on 10-1-71.



### NOTICE:

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF, RECOVERY HEREUNDER. BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

|   |  | ASSIGNMENT |
|---|--|------------|
| F | or value received, the undersigned assigns this Contract to: |            |
|   | •  |            |

|  | EMERIE CHEST CHEST AND AND   |   |
|--|--|---|
| SA17804  | INDIANA RETAIL INSTALLMENT CONTRAC   | Ţ |
| Date of Contract: S-15-00 CREDITOR (called Saffer of Weyle, and Own S-NAME AND ADDRESS:  | Gabrielle Bovenzi  |   |
| Name PINDO'SUPER SPA   | Buyar anama an   | _ |
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### SPA RULES AND REGULATIONS

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SERVICES: The Buyer(s), agrees to purchase the following described services including but not limited to the following: Use of exercise equipment, wet room facilities; dressing facilities and jogging facilities. Seller agrees to provide the foregoing, however, reserves the right to add to, delete from, or change services and/or facilities at the Seller's discretion.

TRANSFER OF MEMBERSHIP: This membership may not be spld or transferred to another person or party.

SIGNING IN: All members upon entering the Spa are required to sign in. Members must present membership card and other suitable identification as requested by Spa personnel in order to gain entrance.

GUEST PRIVILEGES: Members are invited to bring or send their friends to the Spa for a complimentary trial and ligore Niness analysis as the member's guest without cost or obligation. Member can bring or send in as many guests as they like. However, the same river may not come in as a guest more than one time. All guests must register at the desk and be under the complate supervision and guidance of an instructor. Absolutely no one under 18 years of age is allowed guest privileges unless accompanied by parent or guardian.

EXERCISE CLOTHING: Wemen: Leolards, stacks, lights or any other suitable apparet that will not restrict freedom of movement. Men: Gym trunks and T-shirt or sweat suit. White sweat socks or soft soled gym shoes must be worn at all times in exercise rare. Swim suits and loose fitting shorts are not afformed in the exercise area. Swim trunks and swim suits must be worn in Spa area. Member must shower before entering Spa area. Member must dry thoroughly before leaving Spa area prior to entering locker room.

COURSE INSTRUCTION: All programs are outlined during the member's first 3 visits. Member understands and agrees to follow programs

SAFETY FIRST REGULATIONS: Do not start a machine until in position and then follow treatment exactly as prescribed by the instructor. Absolutely no smoking in the exercise, or locker, or pool area. Smoking permitted only in the lobby. No drinks or foods of any sort will be taken past the lobby.

TIME USE OF EQUIPMENT: Member agrees to follow the designated time use of all machines exactly as they are instructed. This rule will be strictly enforced. Members should limit time in sauna and whiripool to maximum of 3 minutes or as per instructed. This is for your protection. The Spa will not be liable for anyone who misuses the facilities.

EQUIPMENT MALFUNCTIONS: Member understands that equipment may from time to time be out of order. When special factory parts must be ordered, some units may be out of order for a few days. When this occurs member agrees to follow a regulated substitute program.

USE OF FACILITIES BY MEMBERS: Facilities, equipment, Spa localions, hours, service, rules, regulations, and policies are subject to change without notice at the sole descretion of the Spa and member agrees to accept such change as condition for receiving this membership. All Spas will be closed Sundays, Holidays, and may be for ten days annual major maintenance.

LOST MEMBERSHIP CARD: There is a five dollar (\$5.00) charge to cover cost of replacing a membership card.

LOST OR STOLEN ARTICLES: It is hereby understood and agreed that it is the member's sole responsibility to provide a padlock and to tock all personal property. All locks must be removed from the lockers daily. All locks not removed will be cut off. It is further understood and agreed that the Spa; its Directors; Officers, Agents; and Employees are not responsible for lost or stolen-articles, clothing or any other personal property.

CONDUCT OF MEMBER: A member who loans a membership card to a non-member is subject to suspension from the Spa. Member understands and agrees that member is subject to the control and guidance of the Spa Staff while in the Spa and will follow instructions of the Spa personnel. Member agrees to behave in quiet, well-mannered tashion while in the Spa and reserve all criticism of any kind about members, guest, or Spa personnel until in private office with Spa manager. Member agrees not to abuse or mis-use Spa equipment. Membership may be revoked for reasons of intentionally breaking membership and regulations or general undestrable behavior. Judgment of such unusual circumstances shall be solely at the discretion of the Spa management. If membership is revoked for any of the above reasons there will be no refund of amounts paid or waiver of amounts owing. No personal phone calls are allowed on the office phone. Members must use pay phone for personal calls. nersonal calls

UNAVAILABILITY: Seller reserves the right to close or move any facility and transfer memberships to any Spa within live (5) miles from its original location. Should the designated Spa where member enrolled be unavailable for member's use due to damage by fire, act of God, catastrophe or accident, of any other reason beyond the control of the Spa, term and basic membership periods specified will be extended to period equal to the time of such unavailability.

ACCIDENTS: Member acknowledges that the Spa has neither made claims as to medical results nor suggested medical treatment to member. It is expressly agreed that all exercise and treatments and use of all facilities shall be undertaken at the member's own risk, and the member represents that he is physically able to undertake any and all physical exercise and treatments provided. The Spa shall not be liable for any claims or demands, injuries, damages, actions, or causes of action whatscever to member or property arising out of or connected with the use of any of the services and/or facilities. Member does hereby expressly forever release and discharge the Spa attended and/or any of their affiliated companies of any accident and from all acts of active or passive negligence but the part of such company, corporation or employees. In the case of any accident, member hereby consents to be examined at his expense by a ticensed physician who shall report in writing to both parties and member expressly waives any medical privilege.

DEATH: In the event of a member's death, one member of the immediate family may assume the remainder of the original membership term and also any payment of any unpaid monies owed.

MEMBERSHIP TIME EXTENSION: A member may be granted an extension of a non-renewable membership for that period of time (minimum 30 day absence) when they were unable to use the Spa due to illness, etc. The member must send a letter and the membership card along with a \$5.00 handling fee to the seller at the address on their contract copy. When the member is again able to make use of the facilities notify the seller and a new membership card will be sent with an expiration date reflecting the added time. If not reactivated scorer, all membership time extentions will expire in 90 days, which will be the maximum time allowed per year.

AFFILIATES: The Spa is a member of both Allied Health Association and International Physical Fitness Association both of which have fitness centers world wide that with honor attributed Spa memberships. Both AHA and IPFA will honor-the original membership lime Maximum of two (2) years).

MEMBERSHIP-RELOCATION: To qualify for relocation, the member must move lifty (50) or more miles radius from the original Spa and should a member permanently relocate to an area more than a lifty (50) mile radius from an affiliated Spa the seller will consider a cancellation of membership. The following are required: A) Verifiable documentation of members new residence. B) Members membership card, C) A \$75,00 cancellation fee, D) All financed accounts for memberships must be current on payments. When the four (4) conditions are met the seller will cause to be cancelled both the membership and any monies due the financing source on the original membership.

### ADDITIONAL TERMS AND CONDITIONS

PAYMENT IN ADVANCE: You may prepay all of the amount you still owe at rainchi in aurante: rou may piepay an of the amount you still over any time. If you do, we will return any unearned linnance charge using the Rule of 78ths, subject to a minimum retention of \$5.00 if the Amount Financed is \$75.00 or less, and \$7.50 if the Amount Financed is more than \$75.00, and we do not earn these respective, amounts at the time you prepay. We need not make any finance charge refund of less than \$1.00.

DEFAULT: You are in default it:

- (a) You fail to make any payment when it comes due;
   (b) You make a talse statement on your credit application.

LIMITATIONS ON WARRANTES: There are no warranties or representations, unless:

- We give you a written warranty in connection with this Contract; or
- We give you a service contract within 90 days from the date of this (b) Contract

LATE CHARGE: If we do not receive your payment within 10 days after the date it is due, we may charge you the lesser of 5% of the unpaid amount of your Payment or \$13.00.

ACCELERATION: If you default, we can demand immediate payment of the entire amount you owe minus. the part of the finance charge we have not earned figured by the Rule of 78ths Refund Method. We shall also have the right to keep a minimum Finance Charge of \$5.00 if the Amount Finance Ch \$75.00 or less, and \$7.50 if the Amount Financed is more than \$75.00, and we do not earn these respective amounts at the time of acceleration. We need not make any finance charge refund of less than \$1.00.

LAW APPLICABLE: Indiana State law governs this Contract.

ATTORNEY'S FEES: If we give this Contract to an attorney for collection, you shall pay reasonable attorney's tees.

INTEREST AFTER MATURITY: After maturity of this Contract, you shall pay interest on any unpaid palance of the Total of payments Jemaining, at the maximum annual percentage rate allowed by the Unillorm Commercial Code enacted by the state of Indiana on 10-1-71.

1.00



NOTICE:
ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBYOR COULD ASSERT AGAINST THE SELLER
OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF, RECOVERY HEREUNDER, BY THE DEBYOR SMALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

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For value received, the undersigned assigns this Contract to:

### INDIANA REALLMENT CONTRACT 21891 moss Contor 7-16-02 Date of Contract, BUYER refers to all persons signing this Contract as Buyer CREDITOR (called Seller or (called You, Your and Yours): NAME AND ADDRESS: We, Us and Our): NAME AND ADDRESS: INDY FITNESS CENTER Name Buver's Name 6355 WEST HAVEN DR. Buyer's Address City State and Zm Address Co-Buver's Name INDIANAPOLIS, IN 46254 City State Zip Code Co-Buyer's Address City State and Zip Buyer's Last Name Date of Birth Social Security No. Age # Dependents hmidt ☐ Renting ☐ Buying D Boarding P Zio Code Paid To revious Address Totaling at Least 3 Y Employer & Address How Long Net Monthly Salary Occupation Previous Employer if less than 3 years IMPORTANT - You need not disclose alimony, child support of separate main-tenance income if you do not wish to have it considered as basis for repayment. IMPORTANT - You need not disclo How Long 2 Credit References (Location and Acct. No. Required) First Co-Buyer's Last Name M.L Date of Birth Social Security No. Home Phone No Street Address Zip Code ☐ Renting ☐ Buying ☐ Boarding Pmt. \$ How Long Paid To Previous Address Totaling at Least 3 Years How Long Employer & Address Net Monthly Salary Telephone Occupation IMPORTANT – You need not disclose alimony, child support or separate main-tenance income if you do not wish to have it considered as basis for repayment Previous Employer if less than 3 years How Long 2 Credit References (Location and Acct. No. Required) 3ank or Credit Union Account ☐ Checking ☐ Savings Acct. # Close Relative Addres GENE SCHMIDT DISCLOSURE OF YOUR CREDIT COSTS NNUAL Total of Payments FINANCE Amount Financed Total Sale Price ITEMIZATION OF AMOUNT FINANCED ERCENTAGE CHARGE The total cost of your purchase on credit, including The amount of credit provided to (A) \$ 223 ash Price-Including Taxes The dollar amount will have pa after you ha made all he cost of your the credit will cost you or on your behalf. (B) \$ Credited Toward Cash Price redit as a yearly your downpaymen payments a nts as (C) \$ Amount Financed CONTRACT COVERAGE: We sell and our payment schedule: Payments of \$ are due on the you buy the services which shall be available upon your signing this Contract ay of each month beginning Spa Membership: LATE CHARGE: If we do not receive your payment within 10 days after the date it is due, we may charge you the lesser of 5% of the unpaid amount of your Payment or \$13.00. Term: 7-16 02 PREPAYMENT: If you pay off early, you may be entitled to a refund or part of the finance charge. ee the other provisions of your Retail Installment Contract for additional information about non-payment, afault, any required repayment in full before the scheduled date, and prepayment refunds. Persons Covered: OMISE TO PAY: YOU PROMISE TO PAY THE TOTAL OF PAYMENTS ACCORDING TO YOUR PAYMENT SCHEDULE SHOWN ABOVE. DITIONAL TERMS AND CONDITIONS OF THIS RETAIL INSTALLMENT CONTRACT ARE ON THE BACK. U CONFIRM RECEIVING A COMPLETED COPY OF THIS CONTRACT WITH DISCLOSURES OF YOUR CREDIT COSTS.

YER'S RIGHT TO CANCEL: IF YOU WISH TO CANCEL THIS CONTRACT, YOU MUST DO SO IN WRITING. THE NOTICE MUST SAY THAT YOU DO I WISH TO BE BOUND BY THE CONTRACT AND MUST BE SENT CERTIFIED OR REGISTERED MAIL OR DELIVERED TO THE SELLER BEFORE INIGHT OF THE THIND BUSINESS DAY AFTER YOU SIGN THIS CONTRACT. HE SPA LAW CONSIDERS SATURDAY A BUSINESS DAY). YOU ST RETURN WITH THE NOTICE ALL CONTRACTS, MEMBERSHIP CARDS AND OTHER DOCUMENTS OR EVIDENCE OF MEMBERSHIP.

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J OR YOUR ESTATE MAY ALSO CANCEL THIS CONTRACT IF: (A) YOU DIE; (B) YOU BECOME TOTALLY PHYSICALLY DISABLED FOR THE REST THE CONTRACT; (C) THE HEALTH SPA FACILITY IS MOVED TO A LOCATION MORE THAN 5 MILES FROM ITS ORIGINAL LOCATION; (D) THE IVICES YOU BOUGHT ARE NO LONGER AVAILABLE BECAUSE WE PERMANENTLY DISCONTINUED OUR OPERATIONS. WE MAY REQUIRE AND IFFY REASONABLE PROOF OF YOUR TOTAL PHYSICAL DISABLITY OR DEATH. IF YOU CLAIM YOU ARE TOTALLY DISABLED, WE MAY UILRE A PHYSICAL EXAMINATION AT OUR EXPENSE BY A DOCTOR AGREEABLE TO BOTH YOU AND US. IF YOU CANCEL FOR ANY OF THESE SONS, WE MAY KEEP THE PART OF THE TOTAL PRICE: REPRESENTING SERVICES YOU HAVE RECEIVED PLUS ANY EXPENSES WE URRED UP TO 25% OF THE TOTAL CONTRACT PRICE.

Buyer's Signature

Co-Buyer's Signature



# SPA RULES AND REGULATION!

SERVICES: The Buyer(s), agrees to purchase the following described services including but not limited to the following: Use of exercise equipment, wet room facilities dressing facilities and logging facilities. Seller agrees to provide the foregoing, however, reserves the right to add to, delete from, or change services and/or facilities at the

TRANSFER OF MEMBERSHIP: This membership may not be sold or transferred to another person or party.

SIGNING IN: All members upon entering the Spa are required to sign in. Members must present membership card and other suitable identification as requested by Spa personnel in order to gain entrance.

GUEST PRIVILEGES: Members are invited to bring or send their friends to the Spa for a complimentary trial and figure/litness analysis as the member's quest without cost or obligation. Member can bring or send in as many guests as they like. However, the same friend may not come in as a guest more than one time. All guests must register at the desk and be under the complete supervision and guidance of an instructor. Absolutely no one under 18 years of age is allowed guest privileges unless accompanied by parent or guardian.

EXERCISE CLOTHING: Women: Leotards, slacks, tights or any other suitable apparel that will not restrict freedom of movement. Men: Gym trunks and T-shirt or sweat suit. White sweat rocks or soft soled gym shoes must be wom at all times in exercise area. No other type of clothing will be permitted without specific approval of the Spa manager. Swim suits and loose fitting shorts are not allowed in the exercise area. Swim trunks and swim suits must be wom in Spa area. Member must shower before entering Spa area. Member must dry thoroughly before leaving Spa area prior to entering locker room.

COURSE INSTRUCTION: All programs are outlined during the member's first 3 visits. Member understands and agrees to follow programs without constant supervision.

SAFETY FIRST REGULATIONS: Do not start a machine until in position and then follow treatment exactly as prescribed by the instructor. Absolutely no smoking in the exercise, or locker, or poof area. Smoking permitted only in the lobby. No drinks or foods of any sort will be taken past the lobby.

TIME USE OF EQUIPMENT: Member agrees to follow the designated time use of all machines exactly as they are instructed. This rule will be strictly enforced. Members should limit time in sauna and whiripool to maximum of 3 minutes or as per instructed. This is for your protection. The Spa will not be liable for anyone who misuses the facilities.

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USE OF FACILITIES BY MEMBERS: Facilities, equipment, Spa locations, hours, service, rules, regulations, and policies are subject to change without notice at the sole descretion of the Spa and member agrees to accept such change as condition for receiving this membership. All Spas will be closed Sundays, Holidays, and may be for ten days annual major maintenance.

LOST MEMBERSHIP CARD: There is a five dollar (\$5.00) charge to cover cost of replacing a membership card.

LOST OR STOLEN ARTICLES: It is hereby understood and agreed that it is the member's sole responsibility to provide a padlock and to lock all personal property. All locks must be removed from the lockers daily. All locks not removed will be cut off. It is further understood and agreed that the Spe, its Directors, Officers, Agents, and Employees are not responsible for lost or stolen articles, dothing or any other personal property.

CONDUCT OF MEMBER: A member who loans a membership card to a non-member is subject to suspension from the Spa. Member understands and agrees that member is subject to the control and guidance of the Spa Staff while in the Spa and will follow instructions of the Spa personnel. Member agrees to behave in quiet, well-mannered tashlon while in the Spa and reserve all criticism of any kind about members, guest, or Spa personnel until in private office with Spa manager. Member agrees not to abuse or mis-use Spa equipment. Membership may be revoked for reasons of integlopally breaking membership and regulations or general undesirable behavior. Judgment of such unusual circumstances shall be solely at the discretion of the Spa management. It membership is revoked for any of the above reasons there will be no retund of emounts paid or waiver of amounts owing. No personal phone calls are allowed in the office phone. Members must use pay phone for personal calls.

UNAVAILABILITY: Seller reserves the right to close or move any facility and transfer memberships to any Spa within five (5) miles from its original location. Should the designated Spa where member enrolled be unavailable for member's use due to damage by fire, act of God, catastrophe or accident, or any other reason beyond the control of the Spa, term and basic membership periods specified will be extended to period equal to the time of such unavailability.

ACCIDENTS: Member acknowledges that the Spa has neither made claims as to medical results nor suggested medical treatment to member. It is expressly agreed that all exercise and treatments and use of all facilities shall be undertaken at the member's own risk, and the member represents that he is physically able to undertake any and all physical exercise and treatments and use of an actinities strain as had not included. The Spe Shall not be illable for any claims or demends, injuries, damages, actions, or causes of action whatsoever to member or property arising out of or connected with the use of any of the services and/or facilities. Member does hereby expressly forever release and discharge the Spa attended and/or any of their affiliated companies of any accident and from all acts of active or passive negligence on the part of such company, corporation or employees. In the case of any accident, member hereby consents to be examined at his expense by a licensed physician who shall report in writing to both parties and member expressly waives any medical privilege. expressly waives any medical privilege. 

DEATH: In the event of a member's death, one member of the immediate family may assume the remainder of the original membership term and also any payment of any unpaid monles owed.

MEMBERSHIP TIME EXTENSION: A member may be granted an extension of a non-renewable membership for that period of time (minimum 30 day absence) when they were unable to use the Spa due to illness, etc. The member must send a letter and the membership card along with a \$5.00 handling fee to the seller at the address on their contract copy. When the member is again able to make use of the facilities notify the seller and a new membership card will be sent with an expiration date reflecting the added time. If not reactivated sooner, alt membership time extentions will expire in 90 days, which will be the maximum time allowed per

AFFILIATES: The Spa is a member of both Affied Health Association and International Physical Fitness Association both of which have fitness centers world wide that will honor affiliated Spa memberships. Both AHA and IPFA will honor the original membership time (Maximum of two (2) years).

MEMBERSHIP RELOCATION: To qualify for relocation, the member must move fifty (50) or more miles radius from the original Spa and should a member permanently relocate to an area more than a fifty (50) mile radius from an affiliated Spa the seller will consider a cancellation of membership. The following are required: A) Ventiable documentation of members new residence. B) Members membership card. C) A \$75.00 cancellation fee. D) All financed accounts for memberships must be current on payments. When the four (4) conditions are met the seller will cause to be cancelled both the membership and any monies due the financing source on the original

### ADDITIONAL TERMS AND CONDITIONS

PAYMENT IN ADVANCE; You may prepay all of the amount you still owe at any time. If you do, we will retund any unearmed finance charge using the Fulle of 78ths, subject to a minimum retention of \$5.00 if the Amount Financed is \$75.00 or less, and \$7.50 if the Amount Financed is more than \$75.00, and we do not earn these respective amounts at the time you prepay. We need not make any tinance charge refund of less than \$1.00.

- DEFAULT: You are in default if:
  (a) You fail to make any payment when it comes due;
  (b) You make a false statement on your credit application.

LIMITATIONS ON WARRANTIES: There are no warranties or representations,

- (a) We give you a written warranty in conflection with this Contract; of (b). We give you a service contract within 90 days from the date of this Contract.

LATE CHARGE: If we do not receive your payment within 10 days after the date it is due, we may charge you the lesser of 5% of the unpaid amount of your Payment or \$13.00.

ACCELERATION: It you default, we can demand immediate payment of the entire amount you owe minus the part of the finance charge we have not earned figured by the Rule of 78ths Retund Method. We shalt also have the right to keep a minimum Finance Charge of \$5.00 it the Amount Financed is \$75.00 or less, and \$7.50 it the Amount Financed is more than \$75.00, and we do not earn these respective amounts at the time of acceleration. We need not make any finance of the part of the second of the charge retund of less than \$1.00.

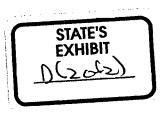
LAW APPLICABLE: Indiana State law governs this Contract.

\*\*\*\*\*\*ATTORNEY'S FEES: It we give this Contract to an attorney for collection, you shall pay reasonable attorney's tees.

INTEREST AFTER MATURITY: After maturity of this Contract, you shall pay interest on any unpaid balance of the Total of payments remaining, at the maximum annual percentage rate allowed by the Uniform Commercial Code enacted by the slate of Indiana on 10-1-71.

NOTICE:
ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF RECOVERY HEREUNDER. BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

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|   | ASSIGNMENT | . # |          |            |          | ,                 |             |      |              |
| For value received, the undersigned assigns this Contract to: | 27 je x    |     | <u> </u> |            | **       | <br><del>-2</del> | <del></del> |      | <del>,</del> |
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| BUYER'S RIGHT TO C            | ANCEL: IF YOU W  | ISH TO CANCEL TH   | HS CONTRACT, YOU M   | UST DO SO IN WRITING. THE NOT<br>IL OR DELIVERED TO THE SELL   | ICE MUST SAY THAT YOU DO   |  |
| DAY AFTER YOU SIG             | N THIS CONTRACT  | T. (THE SPA LAW  | CONSIDERS SATURBA  | Y A BUSINESS DAY) YOU MUST   | RETURN WITH THE NOTICE /   | ALL CONTRACTS,   |

STATE'S EXHIBIT E(1042)

YOU DR YOUR ESTATE MAY ALSO CANCEL THIS CONTRACT IF: (A) YOU DIE: 19 YOU BECOME TOTALLY PHYSICALLY DISABLED FOR THE REST OF THE CONTRACT (C) THE HEMATISPATACH BY YEARING HEAD (C) CANDING MEDICAL HEAD OF THE SERVICES, YOU ROUGHT ARE NO LONGER AVAILABLE DECASE DE PERMANDINE DISCONNIQUED DUM PREASURES. WE MAY REQUIRE AND VERIES REASONAGE PROOF OF YOUR TOTAL PHYSICAL DISABILITY OR DEATH. IF YOU CLAIM YOU ARE TOTALLY DISABLED, WE MAY REQUIRE A PHYSICAL EXAMINATION AT QUIR EXPENSE BY A DOCTOR AGREEABLE TO BOTH YOU AND US, IF YOU CANCEL FOR ANY OF THESE REASONS, WE MAY KEEP THE PART OF THE TOTAL PRICE REPRESENTING SERVICES YOU HAVE RECEIVED PLUS ANY EXPENSES WE DICURRED UP TO 25% OF THE TOTAL CONTRACT PRICE.

SHOULD THE BUYER CANCEL THIS CONTINACT. ALL MONEY PARE PURSUANT TO SAME SHALL BE REFUNDED WITHIN THIRTY (30) DAYS OF THE RECEIPT OF THE NOTICE OF CANCELLATION, AND IN ADDITION IF THE DUYER HAS EXECUTED ANY CREDIT OR LOAN AGREEMENT TO PAY FOR ALL OR PART OF THE CANCELLED HEALTH SPA SERVICES THAT AGREEMENT SHALL BE CANCELLED AND THE ORIGINAL REFUBBLED TO THE BUYER WITHIN THIRTY (30) DAYS OF

Hotel Address of Land

RECEIPT OF THE NOTICE OF CANCELLATION.

Buver's Signat

Co-Buyer's Signature

### SPA RULES AND REGULATIONS

SERVICES: The Buyers), agrees to purchase the following described services including but not limited to the following: Use of adulpment, well not including the foregoing, however, reserves the including the foregoing, however, reserves the including the foregoing and the foregoing to the foregoing the foregoing the foregoing to the foregoing the fore

TRANSFER OF MEMBERSHIP: This membership may not be sold or transferred to another person or party.

SIGNING IN: All members upon entering the Spa are required to sign in. Members must present membership card and other suitable identification as requested by Spa personnel in occertio gain entrance.

GUEST PRIVILEGES: Members are invited to bling of send their triples in the Spa for a complimental triple and Revel Briess systys is as the member's pilest without cost or obligation. Member cart 57/16/2 of send in as many guests as they like. However, the same friend may not come in as a guest more than one line. All desta must register at the dest and be under the complete supervision and guidance of an instructor. Absorbitely no one under tiples are of age is allowed guest-purilegas, unless accompanied by patential with a destallment of the same friends.

EXERCISE CLOTHING: Women: Lectards, clacks, lights or any other suitable apparet that will not testrict freadom of movement. Men: Gym trunks and T-shirt or sweat suit. White sweat socks or sole-sole-duym shoes must be soon at lab those in exercise and to see that of the specific approval of the Spe manager. Swim suits and to see thiting shorts are not allowed in the exercise area, Swim trunks and swyin suits must be worn in Spe area. Member must shower before entering Spe area. Member must dry thoroughly before leaving Spe area prior to entering locker room.

COURSE INSTRUCTION: All programs are outlined during the member's first 3 visits. Member understands and agrees to follow programs

SAFETY FIRST REGULATIONS: Donot start a machine until to position and then follow treatment exactly as prescribed by the instructor. Absolutely no smbking in the exercise, or looks of any sort will be taken past the lobby.

TIME USE OF EQUIPMENT THE BOOK Agrices to Tollow the designated time use of all machines exactly as they are instructed. This rule will be strictly enforced. Members should limit limit in auria and whirlpool to maximum of 3 minutes or as per instructed. This is for your protection. The Spa will not be table for anyone who misuses the facilities.

EQUIPMENT MALFUNCTIONS: Member understands that equipment may from time to time be out of order. When special factory parts must be ordered, some units may be out of order. When special factory parts must be ordered, some units may be out of order. When special factory parts must be ordered, some ordered, som

LOST MEMBERSHIP CARD. There is a live dollar (\$5.00) charge to cover cost of replacing a membership card.

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### ADDITIONAL TERMS AND CONDITIONS

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| te: Soc. Sec: Sex:   | 2.Pro-Ration of existing month \$   |
| ncy Name: Phone:   | 3.I.D. Card Fee S   |
| Name: Birthdate:   | 5.Unpaid Initiation Fee S   |
|  | 6.Membership Dues 5<br>7.Total of #'s 1,2,3,&6 \$   |
| AMBASSADOR SPONSORSHIPS: Name: Phone:  | 8.Total Amount Financed<br>(Umpaid Balance) \$  |
| at the same of the | 9.Finance Charge \$ .   |
|  | 10.Annual Percentage Rate \$  |
| Name: Phone:   | Cash at time at signing \$  |
|  | Balance Due on 1,20 \$  |
| Terms of Contract The undersigned Member agrees to accept a membership at "The Chib" which me  | embership shall entitle said Member to the use of all facilists   |
| at The club at all times that such facilities are regularly made available to Member<br>Regulations of The Club.   | rs, except those specifically set out in the Rules &  |
| The total membership dues of \$ shown berein is provible in  | mouthly payments of \$commencing on   |
| and on the same date of each month thereafter until ful<br>Club may adjust the monthly dues. Member shall pay installments of the time ban   | By maid Unon expiration of the term of this answered the  |
| provided to member, together with any and all such other sums as are herein agree  | ed to be paid to the Chib at its address, etc.  |
| Notice to The Member:  | e you read it or if it contains any blank spaces  |
| 2. You are entitled to an exact copy   | of the agreement you slew.  |
| PAYMENT AUTHORIZATION: Lauthorize my bank to make my payment by  | the method indicated below, and post it to my account   |
| SCHECKING (Note: for Checking Account Authorization, Attach a Voided Che   | ock)  |
|  | *****   |
| OTHER Expiration Date/   |   |
| not that I am in full control of my payment, and if at any time I decide to make any c   | honour or discontinue the PET annies. I will write the above  |
| mpany. Change of payment method will not affect other provisions and terms of my   | agreement, but balance of agreement must be paid in full  |
| EST discontinuence   |   |
| MIS Address/City/State/Zip The Member must terminate his or her membership after the expiration of the   | t form and fourth whom he mostful on the Clark to write   |
| MATY (60) days prior to the termination date and paying off amounts then one   | d to the Club in full. Notice of termination may be given   |
| indirection by registered mail or by completing forms in the Club's business of  | Nee.  |
| The intended terminates his or her membership as set forth in the preceding partial or incoming basis at the expiration of the term set forth above. The Member has been set the Chub facilities, until sixty (60) days after the Chub has received a company of the chub facilities.  | will be obliged to pay monthly dues, regardless of whether  |
| in the event of default, if this obligation is referred to an attorney, and/or collection  | agency, the Member agrees to pay, over and above his  |
| it is bliffied hereunder, reasonable Club's attorneys felts, court costs and costs of colle<br>By the use of the facilities of Indy Fitness, the Member expressly agrees that Indy F   | ection.  Starts shall not be lighte for any dispersors marine from  |
| passional injuries sustained by the Wember of his guest(s) in, or about the property.  | Member assumes full responsibility for any injuries,  |
| and discharge lady Fitness owners, employees, and egents from any and all claims.  | demands, damages, rights of action, of causes of action.  |
| presencer maste, whether the same be known or unknown, anticipated or intended use of the said facilities and equipment thereof provided, he   | icles resulting from or acising and of the Manhor's or his  |
| had Places from its negligence or the negligence of its employees, or officers.  Member yearsants, represents, and agrees that Member is in good physical condition  |   |
| prevention him from engaging to active or passive exercise that will be determined in  | in Indimired to his health suffety consider or wheelest   |
| continue if he does so engage or participate. It is recommended that everyone considerable shall not be relieved of his obligations to make any payment herein ag  | uit their physician before beginning any exercise program.<br>ereed to and no deduction or allowance from said  |
| payments shall be made, by reason of the absence or withdrawal of Member fr  | on Membership, or by reason of Member's failure to  |
| ations of me the facility except as permitted under Indy Fitness's cancellation.  Indicateraigned has received, read, understands and agrees to abide by and came fi   | inally members and guests to abide by the rules &   |
| regulations of lady Fitness as they now exist and as they may from time to time be a<br>This agreement is NOT assignable or transferable by the member without the specific  |   |
| his agreement is executed in the State of Indiana and shall be interpreted in accord-  |   |
| novision of this agreement shall be deemed invalid, the same shall not affect the bettereof.   |   |
| had due to the fact that damages under this agreement are difficult to ascertain, that   | parties mutually agree that in the event of a default, !ndy   |
| itness is entitled to receive the entire agreement balance due as liquidated damages novided herein.   |   |
|  | plus ari occuriquency rees and reasonable autoritey rees as   |
| 1) You have the right to cancel this contract at any time before midnight of the   | third business day after the date of the contract. To   |
| 1)Yell have the right to cancel this contract at any time before undulght of the asset the contract you must deliver a written cancellation notice in person or 1 220 Crawfordurille Road Speedway, Indiana 46224. Your membership card in   | third business day after the date of the contract. To<br>by certified or registered mail to lady Pitness Center,<br>was accompany the cancellation notice. If you cancel  |
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# INDIANA RETAIL INSTALL NT NTRACT

| Juness C  | ences.  |  |   |                                  |  |   | _  | $\sim$ $\sim$                                |  | 22027   |
|---|---|--|---|----------------------------------|--|---|--|--|--|---|
| Date of Contract:<br>CREDITOR (called S<br>NAME AND ADDRES                  | Seller or We, Us and Our  | ):   |   |                                  | (cathe                                     | FR refers to all pers<br>of You, Your and You<br>AND ADDRESS:   | ona signing<br>ova):                             | this Contract                                | ct as Buyer  |   |
| INDY<br>Name  | FITNESS CENTER  | R  |   |                                  |  |   |  | · · · · · · · · · · · · · · · · · · ·        |  |   |
|   | WEST HAVEN DR.  |  |   |                                  |  | 's Name   |  |  |  |   |
| Address   | .,  |  |   |                                  | 1  | 's Address  |  | Çity   |  | State and Zip   |
|   | NAPOLIS, IN 46254   |  |   |                                  | l  | yer's Name  |  |  |  |   |
| City  | State   | Zip Code   | ZID COOR                                  |                                  | Co-Bu                                      | Co-Buyer's Address  |  | City   |  | State and Zip   |
| Buyer's Last Name   | First   | ML; Oai  | e of Birth                                | <u></u>                          | Age  | Social Seconty No   | Section 140                                      | opendents                                    | Jane Di  |   |
| Hanso   | n Amela   | 1  | o or pape                                 |                                  | <b>10</b> 0                                | Social Security In  | 98   | des Self                                     | Home Ph  | ous Mo.   |
| Street Address  | City 3  | Sime   | Z <sub>D</sub> , C                        | XIBI                             | LIDA FINIS                                 | D Renting Paid To:  | □ Buying   | D Boardin                                    | g PmŁ\$  |   |
| Previous Address Tol  | taling at Least 3 Years   | · · · · · · · · · · · · · · · · · · ·                      |   |                                  |  | 1 20 10.  |  |  | <del> </del>   |   |
| Employer & Address  |   |  | How Lor                                   |                                  | Net Mon                                    | thly Salary   | Telep  | hone   | 16   | ocupation   |
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| 2 Credit Asferences (   | Location and Acct. No. R  | equired)   |   |                                  |  | •   |  |  |  |   |
| Co-Buyer's Last Name  | e First   | M.I. Data  | of Birth                                  |                                  |  | Social Security No.   | la D.  |  | Home Pho   |   |
| CO-Buyer & Last Name  | e Filst   | Mil. Dau   | y (Colle)                                 | ľ                                | ≱ge _                                      | Social Security No.   | Besi   | pendents<br>des Self                         | Home Pho   | one No.   |
| Street Address  | City  | State  | Zip Code                                  |                                  | low Long                                   | ow Long Renting Bu  |  | □ Boarding                                   | Pmt.\$   |   |
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| Date Court E-colours M.   | · · · ·   | ·  | How Lon                                   |                                  | \$   | ANT - You need no   | 1 displays 6                                     | Parama abilia                                |  |   |
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| aredit as a yearly<br>ate.  | you.  | behalf.  | P   | ade all<br>Syment                | as   | of \$   | went '   | ) \$ <u> </u>                                | _Atnount Fi  |   |
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| Your payment sche   |   | syments of \$  | <del>-/-</del> i-                         |                                  | are du                                     | e on the  | —  ი   | ONTRACT                                      | COVERAG  | E: We sell and  |
| day of each month   |   | Allifornia or o  | . 50                                      | •                                | _ •  |   | y  | valleble upo                                 | services whi<br>on your sign   | on shall be<br>ing this Contract:   |
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| See the other provisi   | ions of your Retail Install   | Iment Contract fo  | or addition                               | al infor                         | mation at                                  | dut non-payment   | ·  | arsons-Cov                                   | ered: _  |   |
| default, any required   | repayment in full before  | the scheduled o  | tate, and p                               | prepayi                          | nent refu                                  | nds.  |  |  |  |   |
| )<br>DOMINE 70 DAV- V   | OU PROMISE TO PAY   | THE TOTAL OF   | DAVERER                                   | T& AC1                           | ODDING                                     | TO VOUE BAVE  | <br>IENT SCH                                     | , . ,<br>EDHI E QU                           | OWN ABOV   | r=  |
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YOU OR YOUR ESTATE MAY ALSO CANCEL THIS CONTRACT IF: (A) YOU DIE; (B) YOU BECOME TOTALLY PHYSICALLY DISABLED FOR THE HEST OF THE CONTRACT; (C) THE HEALTH SPA FACILITY IS MOVED TO A LOCATION MORE THAN S MILES FROM ITS ORIGINAL LOCATION; (D) THE SERVICES YOU BOUGHT ARE NO LONGER AVAILABLE BECAUSE WE PERMANENTLY DISCONTINUED OUR OPERATIONS. WE MAY REQUIRE AND VERIFY REASONABLE PROOF OF YOUR TOTAL, PHYSICAL DISABILITY OR DEATH. IF YOU CLAIM YOU ARE TOTALLY DISABLED, WE MAY REQUIRE A PHYSICAL EXAMINATION AT OUR EXPENSE BY A DOCTOR AGREEABLE TO BOTH YOU AND US. IF YOU CANCEL FOR ANY OF THESE REASONS, WE MAY KEEP THE PART OF THE TOTAL PRICE REPRESENTING SERVICES YOU HAVE RECEIVED PLUS ANY EXPENSES WE INCURRED UP TO 25% OF THE TOTAL CONTRACT PRICE. Darable Inches for Seller's Signature

Buyer's Signature

7.00 TE 10

Co-Buyer's Signature

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|   | MUY  | Date of Birth Age   | Social Security No.  | Dependents   | Home Phone No.   |
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| our payment schedule:                                       | Payments   | 01 \$ / ar  | e due on the   |  | <b>YEAAGE:</b> We sell a vhich shall be ava is Contract.   |
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|   |  | illed to a refund of part of  | the dinance charge.  | Torm R ALA   | Abl : 992  |

PROMISE TO FAY: YOU PROMISE TO PAY THE TOTAL OF PAYMENTS ACCORDING TO YOUR PAYMENT SCHEDULE SHOWN ABOVE:

ADDITIONAL TERMS AND CONDITIONS OF THIS RETAIL MISTALLMENT CONTRACT ARE ON THE BACK.

See the other provisions of your Relati installment Contract for additional information about non-payment we default, any required repayment in full before the scheduled date, and prepayment refunds and a contract to the contract of the c

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YOU CONFIRM RECEIVING A COMPLETED COPY OF THIS CONTRACT WITH DISCLOSURES OF YOUR CREDIT COSTS

BUYER'S RIGHT TO CANCEL: IF YOU WISH TO CANCEL THIS CONTRACT, YOU MUST DO SO IN WRITING. THE NOTICE MUST SAY THAT YOU DO NOT WISH BOUND BY THE CONTRACT AND MUST BE SENT CENTIFIED ON REGISTERED MAIL ON DELIVERED TO THE SELLEN BEFORE WIDNISHT OF THE THIND SO DAY AFTER YOU SIGN THIS CONTRACT. (THE SPA LAW CONSIDERS SAYUNDAY A BUSINESS DAY). YOU MUST RETURN WITH THE NOTICE ALL CONT MEMBERSHIP CARBS AND OTHER DOCUMENTS OR EVIDENCE OF MEMBERSHIP.

SHOULD THE BUYER CANCEL THIS CONTRACT. ALL MONEY PAID PURSUANT TO SAME SHALL BE REFUNDED WITHIN THRITY (30) DAYS OF THE REC THE NOTICE OF CANCELLATION, AND IN AUDITION IT THE BUYER HAS EXECUTED ANY CREDIT OR LOAN AGREEMENT TO PAY FOR ALL OR PART CANCELLED HEALTH SPA SERVICES THAT AGREEMENT SHALL BE CANCELLED AND THE ORIGINAL RETURNED TO THE BUYER WITHIN THIRTY (30) O RECEIPT OF THE NOTICE OF CANCELLATION.

YOU OR YOUR ESTATE MAY ALSO CANCEL THIS CONTRACT IF: (A) YOU DIE: (B) YOU BECOME TOTALLY PHYSICALLY DISABLED FOR THE REST OF TI TRACT: (C) THE HEALTH SPACEACILITY IS MOVED TO A LOCATION MORE THAN SAMEES FROM ITS ORIGINAL LOCATION (ID) THE SERVICES YOU ROUGHT LONGEN AVAILABLE BEGAUSE WE PERMANENTLY DISCONTINUED TUR OPERATIONS. WE MAY REQUIRE AND VERIENCE BASINGUE OF YOUR PHYSICAL DISABILITY OR DEATH. IF YOU CLAIM YOU ARE TOTALLY DISABLED, WE MAY REQUIRE A PHYSICAL EXAMINATION OF TURE BY AL AGREEABLE TO BOTH YOU AND US. IF YOU CANCEL FOR ANY OF THESE REASONS, WE MAY KEEP THE PART OF THE TOTAL PRICE REPRESENTING SE YOU HAVE RECEIVED PLUS ANY EXPENSES WE INCURRED UP TO 25% OF THE TOTAL CONTRACT PRICE.

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Persons Covered 1 Cindy A



# INDIAN . RET ... L INSTALLMENT CONTRACT

Date of Contract: 2.0 BUYER refers to all persons signing this Contract as Buyer CREDITOR (called Seller or We, Us and Our): (called You, Your and Yours): NAME AND ADDRESS: NAME AND ADDRESS: INDY FITNESS CENTER Name Buyer's Name 6355 WEST HAVEN DR. Buyer's Address City State and Zip Address 15 CT Co-Buyer's Name INDIANAPOLIS, IN 46254 City State Zip Code Co-Buyer's Address City State and Zip

|   |                                |          |       |              | ,  |        | -   |                |                                       |                     |  |
|---|--------------------------------|----------|-------|--------------|--|--------|---|----------------|---------------------------------------|---------------------|--|
| Buyer's Last Name                                     | First                          | M.I.     | Date  | of Birth     | Age  | Soci   | al Security No.   |                | # Dependents<br>Besides Self          |                     | Phone No.                                |
| Street Address  | <u>∫</u> (C <sub>1</sub> , S≇: | State    |       | Zip Code     | Litary Lane  |        | C Donton   C  |                |                                       |                     |  |
| Street Address  | City                           | State    |       | Zip Code _   | How Long   | •      | [   | Buyi           | ing D Boarding                        | Pmt. \$             |  |
|   |                                |          |       |              |  |        | Paid To:  |                |                                       |                     | 7  |
| Previous Address Totaling a                           | t Least 3 Years                |          |       |              |  |        | ·   |                |                                       |                     |  |
| Employer & Address                                    |                                |          |       | How Long     | Net Mor  | thly S | Salary  | Te             | elephone                              |                     | Occupation                               |
|   | ÷ ·                            |          |       | <b>[</b> .   | \$   |        |   | - [ ·          | · · · · · · · · · · · · · · · · · · · | į                   | RN                                       |
| Previous Employer if less th                          | an 3 years                     |          |       | How Long     | IMPORT<br>tenance  | ANT    | <ul> <li>You need not do</li> <li>ne if you do not v</li> </ul> | lisclo<br>vish | se allmony, child to have it consider | support<br>red as b | or separate main-<br>asis for repayment. |
| 2 Credit References (Location and Acct. No. Required) |                                |          |       |              |  |        |   |                |                                       |                     |  |
| Co-Buyer's Last Name                                  | First                          | M.I.     | Date  | of Birth     | Age  | Socia  | al Security No.   |                | # Dependents<br>Besides Self          | Home                | Phone No.                                |
| Street Address  | City                           | State    |       | Zip Code     | How Long   | J      | ☐ Renting ☐<br>Paid To:   | Buyi           | ng 🗆 Boarding                         | Pmt. \$             |  |
| Previous Address Totaling at                          | Least 3 Years                  |          |       |              |  |        |   |                |                                       |                     |  |
| Employer & Address                                    |                                |          |       | How Long     | Net Mon  | thly S | alary   | Te             | lephone                               | 3                   | Occupation                               |
|   |                                |          |       |              | \$   |        |   |                |                                       |                     |  |
| Previous Employer if less that                        | an 3 years                     |          |       | How Long     | IMPORTANT - You need not disclose alimony, child support or separate maintenance income if you do not wish to have it considered as basis for repayment. |        |   |                |                                       |                     |  |
| 2 Credit References (Location                         | on and Acct. No. Re            | equired) |       |              |  |        |   | -              |                                       |                     |  |
| Bank or Credit Union Accour                           | nt                             | Ac       | ct. # | Close Relati | Ve   |        |   |                |                                       | Address             |  |
| ☐ Checking ☐ Savings                                  | -                              |          | ,     | Ita to       | متنت   |        |   | _              |                                       |                     |  |
|   | 10.                            |          |       | 1            |  |        | 4   |                | 4                                     | A                   |  |

### DISCLOSURE OF YOUR CREDIT COSTS

|   | DIGOLOGOTI   | _ 0000  |   | <u> </u>  |
|---|--|---|---|---|
| ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.  % | FINANCE CHARGE The dollar amount the credit will cost you. | Amount Financed The amount of credit provided to you or on your behalf. | Total of Payments  The amount you will have paid after you have made all payments as scheduled.  \$ | Total Sale Price  The total cost of your purchase on credit, including your downpayme of \$ |
| Your payment sche   | odule: I   | Payments of \$  | are due   | on the  |
| day of each month   | beginning  |   | , 20  | £   |
| LATE CHARGE:  | If we do not receive yo<br>5% of the unpaid amou           | ur payment within 10 daint of your Payment or \$                        | ays after the date it is d  | lue, we may charge  |
| PREPAYMENT: If  | you pay off early, you                                     | may be entitled to a ref  | und or part of the finan  | ce charge.  |
|   |  | allment Contract for add  |   |   |
| STATE'S   | it in full befo  | re the scheduled date, a  | and prepayment refund   | ls.   |
| EXHIBIT   |  |   |   |   |

| TTEMIZATION | ΛE | AMOUNT | ENAMOED  |
|-------------|----|--------|----------|
| ITEMIZATION | Ur | AMOUNI | FINANCEL |

- (A) \$ 250 Cash Price-Including Taxes
- (B) \$ \_\_\_\_Credited Toward Cash Price
- C) \$ \_\_\_\_\_Amount Financed

CONTRACT COVERAGE: We sell and you buy the services which shall be available upon your signing this Contract:

Spa Membership: A P/F
Type: Term: 1/-/5,002

Persons Covered:

NISE TO PAY THE TOTAL OF PAYMENTS ACCORDING TO YOUR PAYMENT SCHEDULE SHOWN ABOVE.

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M. Manhon -

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|   | taling at Least 3 Years  |   | )"   | <del> </del>   |  | Paid To:  |  |   |   |   |  |
|---|--|---|--|--|--|---|--|---|---|---|--|
| Employer & Address  |  |   |  | How Long   | Net Month  | ly Salary   |  | Telephone   |   | Occupation  |  |
| Previous Employer if  | less than 3 years  |   |  | How Long   | IMPORTA  | IMPORTANT - You need not disck  |  |   | close alimony, child support or separate main-<br>th to have it considered as basis for repayment.            |   |  |
| 2 Credit References   | (Location and Acct. No. I  | Required)   |  |  | tenance in   | come if you do n  | ot w   | sh to have it conside   | ered as l   | pasis for repayment.  |  |
| Co-Buyer's Last Nam   | ne First   | M.I.  | I. Date of Birth   |  | Age S  |   |  |   |   | Phone No.   |  |
| Street Address  | City   | State Zip Code  |  | Zip Code   | How Long   | ☐ Renting   |  | Besides Self uying   Boarding   | Pmt. \$   |   |  |
| Previous Address Totaling at Least 3 Years  |  |   |  |  |  | Paid To:  |  | · · · · · · · · · · · · · · · · · · ·   |   |   |  |
|   |  |   |  |  |  |   | <u>;</u>   |   |   |   |  |
| Employer & Address  |  | How I   |  |  | Net Month  | y Salary  | i.   | Telephone   |   | Occupation  |  |
| Previous Employer if  | less than 3 years  | ears How Long   |  |  | IMPORTAN   | NT - You need no  | t dis  | close alimony, child<br>th to have it conside   | support<br>red as b   | Ior separate main-<br>asis for repayment.   |  |
| 2 Credit References (   | Location and Acct. No. F   | lequired)   |  |  | <u>.                                    </u>   |   |  |   |   |   |  |
| Bank or Credit Union  | ink or Credit Union Account Acct. #  |   |  |  |  |   |  |   | Addres  |   |  |
| 3 Officially 27 Oct   | 11193  |   | -  |  | 110  |   |  | 1.50  | ولمين   | ·   |  |
|   | DISCLOSUR  | E OF YO   | UR (   | CREDIT   | COSTS  |   |  |   |   |   |  |
| INNUAL OF   | FINANCE  | Amount F  | nance  | Total of   | Payments   | Total Sale Pri  | ice  | ITEMIZATION   |   | OUNT FINANCED   |  |
| ERCENTAGE<br>ATE  | CHARGE The dollar amount   | The amou  |  | The arr  | nount you  | The total cost  |  | (A) 6 25 (  | (A) \$ Cash Price-Including Taxes   |   |  |
| he cost of your redit as a yearly   | the credit will cost   | you or on behalf.   |  | after yo   | u have   | credit, includi   | nà   | /D\ A ·   |   | d Toward Cash Pric  |  |
| ate.  | 380  | - CONTAINE  |  | paymer   | nts as   | of \$   | is   | (C) \$ Amount Financed  |   |   |  |
| %   | \$   | \$  |  | . \$   |  | \$  | <u>.</u>   |   |   |   |  |
|   | odule: F   | _   |  |  |  | on the  |  | you buy the s   | CONTRACT COVERAGE: We sell and you buy the services which shall be available upon your signing this Contract: |   |  |
|   | beginning  |   |  |  |  | lua wa may cha  |  | 10-11-  |   |   |  |
| -you the lesser of  | 5% of the unpaid amou  | nt of your Pa   | yment  | or \$13.00.  | ode it is t  | ide, we may ona   | ı. Ab  | Type:   |   | · / ·   |  |
|   |  | •   |  | •  | art of the finance charge. Term: 1/-/5/172 to  |   |  |   | to 11/51  |   |  |
|   | ions of your Retail Insta<br>repayment in full befor   |   |  |  | nformation about non-payment, ayment refunds.  |   |  | Persons Covered:  |   |   |  |
|   | OII DOONICE TO DAY   | THE TOTAL   | . OF P   | AYMENTS A  | CCORDING 1   | TO YOUR PAYM  | EN   | SCHEDULE SHO  | WN AB   | OVE.  |  |
| ROMISE TO PAY: Y  | OU PROMISE TO PAT  |   |  |  |  |   | - 1  | K.  |   |   |  |
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SERVICES: The Buyer(s), agrees to purchase the following described services including but not limited to the following: Use of exercise equipment, wet room facilities and logging facilities. Seller agrees to provide the foregoing, however, reserves the rightito add to, delete from, or change services and/or facilities at Seller's discretion.

TRANSFER OF MEMBERSHIP: This membership may not be sold or transferred to another person or party.

SIGNING IN: All members upon entering the Spa are required to sign in. Members must present membership card and other suitable identification as requested by \$ personnel in order to gain entrance.

GUEST PRIVILEGES: Members are invited to bring or send their friends to the Spa for a complimentary trial and figure/fitness analysis as the member's guest with cost or obligation. Member can bring or send in as many guests as they like. However, the same friend may not come in as a guest more than one time. All guests me register at the desk and be under the complete supervision and guidance of an instructor. Absolutely no one under 18 years of age is allowed guest privileges unle accompanied by parent or guardian.

EXERCISE CLOTHING: Women: Leotards, slacks, tights or any other suitable apparel that will not restrict freedom of movement. Men: Gym trunks and T-shirt or swe suit. White sweat rocks or soft soled gym shoes must be worn at all times in exercise area. No other type of clothing will be permitted without specific approval of the St manager. Swim suits and loose fitting shorts are not allowed in the exercise area. Swim trunks and swim suits must be worn in Spa area. Member must shower beforentering Spa area. Member must dry thoroughly before leaving Spa area prior to entering locker room.

COURSE INSTRUCTION: All programs are outlined during the member's first 3 visits. Member understands and agrees to follow programs without constant supervision

SAFETY FIRST REGULATIONS: Do not start a machine intit in position and then follow treatment exactly as prescribed by the instructor. Absolutely no smoking in the exercise, or locker, or pool area. Smoking permitted only in the lobby. No drinks or foods of any sort will be taken past the lobby.

TIME USE OF EQUIPMENT: Member agrees to follow the designated time use of all machines exactly as they are instructed. This rule will be strictly enforced. Member should limit time in sauna and whirlpool to maximum of 3 minutes or as per instructed. This is for your protection. The Spa will not be liable for anyone who misuses the tacilities.

EQUIPMENT MALFONCTIONS: Member understands that equipment may from time to time be out of order. When special factory parts must be ordered, some units may not out of order and class than this occurs member agrees to follow a regulated substitute program.

USE OF FACILITIES BY MEMBERS: Facilities, equipment. Spa locations, hours, service, rules, regulations, and policies are subject to change without notice at the sole descretion of the Spa and member agrees to accept such change as condition for receiving this membership. All Spas will be closed Sundays, Holidays, and may be for ten days annual major maintenance.

LOST MEMBERSHIP CARD: There is a five dollar (\$5.00) charge to cover cost of replacing a membership card.

LOST OR STOLEN ARTICLES: It is hereby understood and agreed that it is the member's sole responsibility to provide a padlock and to lock all personal property. All locks must be removed from the lockers daily. All locks not removed will be out off. It is further understood and agreed that the Spa, its Directors, Officers, Agents, and Employees are not responsible for lost or stolen articles, clothing or any other personal property.

CONDUCT OF MEMBER: A member who learns a many rathed card to a non-member is subject to suspension from the Spa. Member understands and agrees that member is subject to fine control and guidance of the Spa. Staff while in the Spa and will follow instructions of the Spa personnel. Member agrees to behave in quiet, well-mannered fastings while in the Spa and reserve all criticism of any kind about members, guest, or Spa personnel spittli in private office with Spa manager. Member agrees not to abuse or missues Spa equipment. Membership have be revoked for reasons of intentionally breaking membership and regulations or general undestrable behavior. Judgment of such unusual dircumstances shall be solely at the discretion of the Spa management, if membership is revoked for any of the above reasons there will be no refund of amounts paid at waiver of amounts owing. No personal phone calls are allowed on the office phone. Members must use pay phone for personal calls.

**UNAVAILABILITY:** Seller reserves the right to close or move any facility and transfer memberships to any Spa within five (5) miles from its original location. Should the designated Spa where member enrolled be unavailable for member's use due to damage by fire, act of God, catastrophe or accident, or any other reason beyond the control of the Spa, term and basic membership periods specified will be extended to period equal to the time of such unavailability.

ACCIDENTS: Member acknowledges that the Spa has neither made claims as to medical results nor suggested medical freatment to member. It is expressly agreed that all exercise and treatments and use of all facilities shall be indertaken at the member's own risk, and the member represents that he is physically able to undertake any and all produced a solutions and become provided to the Spa Shall not be lightly for any distins on ten and the agent solution in causes of action whatsoever to member or property arising out of or connected with the use of any of the services and/or facilities. Member does because and describes and

**DEATH:** In the event of a member's death, one member of the immediate family may assume the remainder of the original membership term and also any payment of any unpaid monies owed.

WEMBERSHIP TIME EXTENSION: A member may be granted an extension of a non-renewable membership for that period of time (minimum 30 day absence) when they vere unable to use the Spa due to illness, etc. The member must send a tetter and the membership card along with a \$5.00 handling fee to the seller at the address on heir contract copy. When the member is again able to make use of the facilities notify the seller and a new membership card will be sent with an expiration date reflecting he added time. If not reactivated sooner, all membership time extensions will expire in 90 days, which will be the maximum time allowed per year.

FFILIATES: The Spa is a member of both Allied Health Association and International Physical Fitness Association both of which have fitness centers world wide that will once affiliated Spa memberships. Both AHA and IPFA will honor the original membership time (Maximum of two (2) years).

EMBERSHIP RELOCATION: To qualify for relocation, the member must move fifty (50) or more miles radius from the original Spa and should a member permanently locate to an area more than a fifty (50) mile radius from an attituded Spa the seller will consider a cancellation of membership. The following are required: A) Verifiable cumentation of members new residence. B) Members membership card. C) A \$75.00 cancellation fee. D) All financed accounts for memberships must be current on yments. When the four (4) conditions are met the seller will cause to be cancelled both the membership and any monies due the financing source on the original embership.

### ADDITIONAL TERMS AND CONDITIONS

YMENT IN ADVANCE: You may prepay all of the amount you still owe at any 3. If you do, we will refund any unearned finance charge using the Rule of 15, subject to a minimum retention of \$5.00 if the Amount Financed is \$75.00 ass, and \$7.50 if the Amount Financed is more than \$75.00, and we do not 1 these respective arranges at the time you prepay. We need not make any

acceleration: It you detault, vientire amount you owe minus the pufigured by the Rule of 78ths Relunding a minimum Finance Charge of \$5.0 and \$7.50 if the Amount Finance is

STATE'S EXHIBIT

ant of the of earned of to keep or less,

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SE OF FACILITIES BY MEMBERS: Facilities, equipment, Spa locations, hours, service, rules, regulations, and policies are subject to change without notice at the sole ascretion of the Spa and member agrees to accept such change as condition for receiving this membership. All Spas will be closed Sundays, Holidays, and may be for n days annual major maintenance.

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DST OR STOLEN ARTICLES: It is hereby understood and agreed that it is the member's sole responsibility to provide a padlock and to lock all personal property. All cks must be removed from the lockers daily. All locks not removed will be cut off. It is further understood and agreed that the Spa, its Directors, Officers, Agents, and imployees are not responsible for lost or stolen articles, clothing or any other personal property.

ONDUCT OF MEMBER: A member who loans a membership card to a non-member is subject to suspension from the Spa. Member understands and agrees that amber is subject to the control and guidance of the Spa Staff while in the Spa and will follow instructions of the Spa personnel. Member agrees to behave in quiet, well-annered fashion while in the Spa and reserve all category kind about members, guest, or Spa personnel until in private office with Spa manager. Member agrees it to abuse or mis-use Spa equipment. Membership may be revoked for reasons of intentionally breaking membership and regulations or general undesirable behavior, dement of such unusual circumstances shall be solely at the discretion of the Spa management. If membership is revoked for any of the above reasons there will be no fund of amounts paid or waiver of amounts owing. No personal phone calls are allowed on the office phone. Members must use pay phone for personal calls.

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CIDENTS: Member acknowledges that the Spa has neither made claims as to medical results nor suggested medical treatment to member. It is expressly agreed that exercise and treatments and use of all facilities shall be undertaken at the member's own risk, and the member represents that he is physically able to undertake any distributions and treatments provided. The Spa Shall not be liable for any claims or demands, injuries, damages, actions, or causes of action whatsoever to distribute or properly arising out of or consecred with the use of any of the services and/or facilities, injuries, injuries, damages, actions, or causes of action whatsoever to ended and/or any of their affiliated companies of any accident and from all acts of active or passive negligence on the part of such company, corporation or employees, the case of any accident, member hereby consens to be examined at his expense by a licensed physician who shall report in writing to both parties and member pressly waives any medical privilege.

ATH: In the event of a member's death, one member of the immediate family may assume the remainder of the original membership term and also any payment of any paid monies owed.

imbership time extension: A member may be granted an extension of a non-renewable membership for that period of time (minimum 30 day absence) when they re unable to use the Spa due to illness, etc. The member must send a letter and the membership card along with a S5.00 handling fee to the seller at the address on ir contract copy. When the member is again able to make use of the facilities notify the seller and a new membership card will be sent with an expiration date reflecting added time. If not reactivated sooner, all membership time extentions will expire in 90 days, which will be the maximum time allowed per year.

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### ADDITIONAL TERMS AND CONDITIONS

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AULT: You are in default if: You fail to make any payment when it comes due; You make a false statement on your credit application.

TATIONS ON WARRANTIES: There are no warranties or representations, ss:

Ve give you a written warranty in connection with this Contract; or Ve give you a service contract within 90 days from the date of this Contract

: CHARGE: If we do not receive your payment within 10 days after the date fue, we may charge you the lesser of 5% of the unpaid amount of your rent or \$13.00.

ACCELERATION: If you default, we can demand immediate payment of the entire amount you owe minus the part of the finance charge we have not earned figured by the Bule of 78ths Retund Method. We shall also have the right to keep a minimum Finance Charge of \$5.00 it the Amount Financed is \$75.00 or less, and \$7.50 if the Amount Financed is more than \$75.00, and we do not earn these respective amounts at the time of acceleration. We need not make any finance charge refund of less than \$1.00.

LAW APPLICABLE: Indiana State law governs this Contract.

ATTORNEY'S FEES: it we give this Contract to an attorney for collection, you shall pay reasonable attorney's fees.

INTEREST AFTER MATURITY: After maturity of this Contract, you shall pay interest on any unpaid balance of the Total of payments remaining, at the maximum annual percentage rate allowed by the Uniform Commercial Code enacted by the slate of Indiana on 10-1-71.

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HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE ER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF, RECOVERY HEREUNDER. BY THE DEBTOR SHALL EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

| EXCEED AMOUNTS PAID BY THE DEBTOR HEREDNOER.              |            |                    |   |  |  |  |  |  |
|---|------------|--------------------|---|--|--|--|--|--|
|   | ASSIGNMENT |                    |   |  |  |  |  |  |
| value received, the undersigned assigns this Contract to: |            | STATE'S<br>EXHIBIT |   |  |  |  |  |  |
|   |            | I (40f4)           |   |  |  |  |  |  |
| •   | N          |                    | 1 |  |  |  |  |  |

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WILL NOT SIGN THIS RELEASE AND ASSUMPTION OF RISK UNTIL I READ AND UNDERSTAND IT. IF I DO NOT UNDERSTAND IT. I WILL SEEK CONFETENT ADV

No. 039

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Fitness Center

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CREDITOR (called Soller or We. 1s and Our):
NAME AND ADDRESS: INDY FITNES! CENTER

Buyer's Name

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INDIANAPOLIS, IN 46254

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Addinss

State and Zip State and Zip BUYER refers to all persons signing this Contract as Buyer (called You, Your and Yours):
NAME AND ADDRESS: Ċ Š Co-Buyer's Address Co-Buyer's Name Buyer's Address

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| Home Phone No.              | mt. S.                      | Occumention  |           | upport or separate main-<br>od as basis for repayment.  |  | Home Phone No.               | int. S                         | ## CS 13                               | Occupation         | upport or separate main-<br>od as basis for repayment.   |   | Address R. A Above           |
| # Dependents   Besides Self | D Buying 🗆 Boarding Prnt. S | Telephone  |           | sclose alimony, child surish to have it considere   |  | # Dependents<br>Besides Sett | ☐ Buying ☐ Boarding Pmt. \$    | > <b>1</b>                             | Telephone          | isclose alimony, child surish to have it considere   |   | S M. X.)                     |
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| Date of Birth Age           | он ⊝оо́⊙ diZ                | How Long   | ٠,        |   |  | () te of Birth Age           | Zip Code H                     |  | How Long           | How Long   |   | Close Relative               |
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| First<br>D-S-C O            |                             | ng at Least 3 Years                                    | Esk       | ss than 3 years   | 2 Credit Roller roes (Location and Acct. No. Required) | First                        | Cit                            | ing at Least 3 Years                   |                    | ss than 3 years  | 2 Credit References (Location and Acct. No. Required) | ccount                       |
| Buyer's Last Name           | Street Address              | Frevious Address Totaling at Least 3  Frevious Address | AUT TOTAL | Previous Employer it less than 3 years  | 2 Credit Rolen noes (Lo                                | Co-Buyer's Last Name         | Street Address                 | Previous Addre s Totaling at Least 3 1 | Employer & Address | Previous Employer if less than 3 years   | 2 Credit References (L                                | Bank or Credit Union Account |

# DISCLOSURE OF YOUR CREDIT COSTS

| FINANCE              | The dollar amount the credit will cost you. |
|----------------------|---|
| ANNUAL<br>PERCENTAGE | The cost of your credit as a yearly rate.   |

Total of Payments The amount of credit provided to you or on your behalf. Amount Financed

The total cost of your purchase on credit, including your downpaying Total Sale Price

2 Cash Price-Including Taxes Credited Toward Cash Price ITEMIZATION OF AMOUNT FINANCED

Persons Covered: Term: Type: he date it is due, we it ay clarge See the other provisions of your Retail Installment Contract for additional information about non-payment, default, any required repayment in full before the scheduled date, and pregnyment refunds. you may be putitled to a refund or part of the finance charg are due on the LATE CHARGE: If welco not receive your payment within 10 days after you the lesser of 5% of the financial amount of your Payment or \$13 00. PRE PAYMENT: If you pay off early, day of each month beginning

| available upon your signing this Confract. |
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| Soa Membershin                             |

PROMISE TO PAY: YOU PROMISE TO PAY THE TOTAL OF PAYMERITS / CCORDING TO YOUR PAYMENT SCHEDULE SHOWN ABOVE. ADDITIONAL TERMS AND CONDITIONS OF THIS RETAIL INSTALL MEN : CONTRACT ARE ON THE BACK.

BUYER'S RIGHT TO CANCEL. IF YOU WISH TO CANCEL THIS CONTRACT, YOU MUST DO SO IN WRITING. THE NOTICE MUST SAY THAT YOU DO NOT WISH TO BE BOUND BY THE CONTRACT AND MUST BESIZE CERTIFIED OR REGISTERED MAIL OR DELIVERED TO THE SELLER BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER YOU SIGN THIS CONTRACT, (THE SPA LAW CONSIDERS SATURDAY A BUSINESS DAY), YOU MUST RETURN WITH THE NOTICE ALL CONTRACTS, MEMBI RSHIP CARDS AND OTHER DOCUMENTS OR EVIDENCE OF MEMBERSHIP. YOU CONFIRM RECEIVING A COMPLETED COPY OF THIS CONTRACT WITH DISCLOSURES OF YOUR CREDIT COSTS.

SHOULD THE BUYER CANCEL THIS CONTRACT: ALL MONEY PAID PURSUANT TO SAME SHALL BE REFUNDED WITHIN THIRTY (30) DAYS OF THE RECEIPT OF THE NOTICE OF CANCELLATION, AND IN ADDIT ON IF THE BUYER HAS EXECUTED ANY CREDIT OR LOAN AGREEMENT TO PAY FOR ALL OR PART OF THE CANCELLED HEALTH SPA SERVICES THAT AGREEMENT SHALL BE CANCELLED AND THE ORIGINAL RETURNED TO THE BUYER WITHIN THIRTY (30) DAYS OF RECEIPT OF THE NOTICE OF CANCELLATION.

YOU OR YOUR ESTATE MAY ALSO CANCEL THIS CONTRACT IF: (A) YOU DIE; (B) YOU BECOME TOTALLY PHYSICALLY DISABLED FOR THE REST OF THE CONTRACT; (C) THE HEALTH SPA FACILITY IS MOVED TO A LOCATION MORE THAN 5 MILES FROM ITS ORIGINAL LOCATION; (D) THE SERVICES YOU BOUGHTARE NO LONGER AVAILABLE BECAUSE WE PERMANENTLY DISCONTINUED OUR OPERATIONS. WE MAY REQUIRE AND VEHEY REASONABLE PROOF OF YOUR TOTAL PHYSICAL DISABLED, WE MAY REQUIRE A PROOF OF YOUR TOTAL PHYSICAL DISABLED, WE MAY REQUIRE A PHYSICAL EXAMINATON AT OUR EXPENSE BY A DOCTOR AGREEABLE TO BOTH YOU AND US. IF YOU CANCEL FOR ANY OF THESE RESONS, WE MAY KEEP THE PART OF THE TOTAL PRICE REPRESENTING SERVICES YOU HAVE RECEIVED PLUS, ANY EXPENSES WE INCURRED UP TO 25% OF THE TOTAL CONTRACT PRICE.

Co-Buyer's Signature

Muazinted Renew

